

MAR 17 2021

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

JAMES N. HATTEN, Clerk  
By: *[Signature]* Deputy Clerk

Glenford Kennard Hyatt, )  
Plaintiff, )  
v. )  
M&T Bank, )  
Lakeview Loan Servicing LLC. )  
Defendants,

CASE NO. 1:21-CV-0221 CC

**MOTION TO MOVE THE COURT FOR SUMMARY JUDGEMENT BY ORDER**

COME NOW Glenford Kennard Hyatt ("Plaintiff"), as affiant by special appearance, motioning the court to move all matters in party to summary judgement in honor of Plaintiff due to unreasonable action by 3<sup>rd</sup> party interlopers, successors and assigns, or M&T Bank (including CEO Rene F. Jones); I now order any and all assigns for M&T Bank to produce written acknowledgement, under penalty of perjury, that a verifiable debt actually exists from the original transaction that I, the affiant, acting as consumer, made with my person. I, the affiant, also order M&T Bank to produce the original wet ink signature of the promissory note for the alleged debt obligation between M&T Bank and the Plaintiff; or an affidavit, signed under penalty of perjury, of loss promissory note.

**I. CLAIMS IN SUPPORT OF SUMMARY JUDGEMENT BY  
ORDER**

- 1) The Plaintiff, as I the affiant, order the court, Defendants M&T Bank & Lakeview Loan Servicing LLC., CEO of M&T Bank Rene F. Jones and any/all assigns, to compensate the Plaintiff for time, material, and mental anguish. The Plaintiff has sent over 10 presentment to M&T Bank without receiving any response, in good faith, signed under penalty of perjury, and has not produced any evidence of a direct debt obligation between The Defendants and the Plaintiff for the past 10 months. The Defendants have unreasonable acted, therefore the court shall honor Plaintiff's motion to move to Summary Judgement By Order.
- 2) The Plaintiff notes that M&T Bank has been sued previously and loss numerous cases including, but not limited to, a suit concerning "allegations that M&T Bank violated the False Claims Act by knowingly originating and underwriting mortgage loans insured by the U.S. Department of Housing and Urban Development's (HUD) Federal Housing Administration (FHA) that did not meet applicable requirements" *U.S. ex rel. Kelschenbach v. M&T Bank Corp, 13-CV-0280(S) (W.D.N.Y.)*, and "M&T Bank violated the Fair Debt Collection Practices Act (FDCPA) and the California Rosenthal Fair Debt Collection Practices Act" *Lisa Silveira*

*v. M&T Bank, Case No. 2:19-cv-06958, in the U.S. District Court for the Central District of California.* The court should not ignore the history of M&T Bank, nor its counsel which is not an eyewitness and cannot attest under oath to the validity of any alleged contract, terms, conditions, or any related elements of the enforceable aspects of the case regarding a direct debt obligation.

- 3) Furthermore, I, the Plaintiff notices that Title 15 U.S. Code § 1692g ( c ) clearly states the following definition of Admission of Liability: "The failure of a consumer to dispute the validity of a deb under this section may not be construed by any court as an admission of liability by the consumer."
- 4) Defendants have never met the Plaintiff, never spoken with the Plaintiff, never physically, or other, witnessed a loan from the Defendants to the Plaintiff, never witnessed the Plaintiff collect any amount of credit from the Defendants.
- 5) Defendant M&T Bank has incorrect records and has misrepresented data as a non-eyewitness with a history of violating Federally protected consumer rights. Defendant's records should not be accepted in good faith but should be scrutinized to show good faith-based upon the history of the Defendant M&T Bank and their ability to hire counsel willing to violate

laws to commit fraud upon the court and obtain unwarranted judgements through deception and fraud.

6) The Plaintiff offers the Defendants to pay 30% of the monetary value of the relief requested due to all damages, pursuant any and all non-response, Defendant M&T Bank accepts liability by acquiescent and agrees to all claims of which were defined in all previous mailings; as Plaintiff is seeking relief from incongruent debt obligations and upon receipt of this mailing of motion for summary judgment by order, Plaintiff wishes that the Defendants satisfy all incongruences and return to the Plaintiff free and clear title of the property. The 2<sup>nd</sup> offer the Plaintiff presents is for the Defendants to pay 50% of the monetary value of the relief requested due to all damages, pursuant any and all non-response, Defendant M&T Bank accepts liability by acquiescent and agrees to all claims of which were defined in all previous mailings; as Plaintiff is seeking relief from incongruent debt obligations and within 20 days of receipt of this mailing of motion for summary judgment by order, Plaintiff wishes that the Defendants satisfy all incongruences and return to the Plaintiff free and clear title of the property within 20 days of receipt of this motion to move the court to summary judgement by order. The 3<sup>rd</sup> offer for the Defendants is to pay the Plaintiff 70% of total amount of claim, along with free and

clear title of the property, and can be paid to the Plaintiff if Defendants pay damages within 30 days of receipt of this mailing . Upon Defendants reaching out for a settlement offer reasonably, The Plaintiff continues the order for full satisfaction of claim within 45 days of this Motion for Summary Judgement By Order.

## II. RELIEF

I, the Plaintiff, allege and offer opportunity to cure prior allegations of fault, fault meaning Defendant M&T Bank be in fault providing non- response accompanying sworn statement under penalty of perjury; I, the consumer in fact am defined as the administrator, executor; and have sent over 10 presentments for settlement; Therefor my threshold has been exhausted by my evidence of administrative process, I have exhausted my remedy for settlement with M&T Bank and this is why I have asserted claims in federal court; Claim for relief in the amount of 50,000 USD, free and clear title of all property I, the Plaintiff, have claim to, and proper allodial land patent. Since this debt is in dispute, The Plaintiff demands all payments pursuant to Title 15 U.S. Code 1692 ( h ), as the consumer, be re-direct back to The Plaintiff, the consumer, until the Defendant verifies the claim. If they do verify the claim, The Plaintiff has already issued a

negotiable instrument that can be used to discharge the obligation of the debt. The Plaintiff, therefore, motions for a resignation of signature for good cause until the defendant can show proper validation of alleged debt obligation. The Plaintiff will seek further damages be it any 3<sup>rd</sup> party interloper provides frivolous response without declaration under penalty of perjury of the alleged debt.

## CERTIFICATION OF COUNSEL

I hereby certify that the foregoing document has been prepared with Times New Roman, 14 point font, one of the font and point selections approved by the Court in LR 5.1C.

/s/ Glenford Kennard Hyatt  
Attorney Of Fact/Propria Persona  
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**CERTIFICATE OF SERVICE**

I hereby certify that on March 17<sup>th</sup>, 2021, the foregoing document was mailed via First Class Certified Mail to the following:

Rachel R. Friedman  
BURR & FORMAN LLP  
171 Seventeenth Street, NW, Suite 1100  
Atlanta, Georgia 30363

Rene F. Jones  
M&T Bank Legal Document Processing  
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Buffalo, NY 14240-0844

Julio Aldecocea  
Lakeview Loan Servicing LLC  
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/s/ Glenford Hyatt  
Attorney of Fact, Propria Persona  
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